

Panaji, 28th February, 2019 (Phalguna 9, 1940)

SERIES II No. 48

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 47 dated 21-02-2019 as follows:—

- (1) *Extraordinary dated 21-02-2019 from pages 887 to 888 regarding Notice of Publication of Electoral Rolls & Notice of Election to the Goa Nursing Council.*
- (2) *Extraordinary (No. 2) dated 22-02-2019 from pages 889 to 890 regarding Notification and Notice in Form No. 1 from Department of Panchayati Raj & Community Development.*

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 1/22/104/2018-19/D.Agr/356

Government is pleased to accept the notice of voluntary retirement tendered by Smt. Ana Dias e Camara, Dy. Director of Agriculture (Extension), working at the Headquarters of this Directorate vide her application dated 23-11-2018 under Rule 48 of C.C.S. Pension Rule, 1972.

Smt. Ana Camara e Dais, Dy. Director of Agriculture (Extension), stands relieved from Government Service w.e.f. 22-02-2019 (f.n.).

By order and in the name of the Governor of Goa.

Madhav B. Kelkar, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 22nd February, 2019.

Corrigendum

No. 2/9/95-AGR/2018-19/Part (I)/360

Read: Order No. 2/9/95-AGR/2018-19/Part(I)/348 dated 19-02-2019.

In the above referred order in column No. 3 designation & place of present posting of incumbent at Sr. No. 1 Shri Rajesh B. Dessai may be read as "Officiating Assistant Director of Agriculture (Farm), Directorate of Agriculture" instead of "Officiating Assistant Director of Agriculture (Hort.), Directorate of Agriculture". Simultaneously in column No. 4 place of posting on regular promotion to the post of Assistant Director of Agriculture of incumbent at Sr. No. 7 Shri Anant Hoble may be read as "On promotion on regular basis by curtailing the deputation period against the post of Dy. Project Director (ATMA-North) and posting against the post of Asst. Director of Agriculture (Farm), Directorate of Agriculture vacated by Shri Rajesh Dessai on transfer/promotion on regular basis with additional charge of Dy. Project Director, ATMA-North" instead of "On promotion on regular basis by curtailing the deputation period against the post of Dy. Project Director (ATMA-North) and posting against the post of Asst. Director of Agriculture (Hort.), Directorate of Agriculture vacated by Shri Rajesh Dessai on transfer/promotion on regular basis with additional charge of Dy. Project Director, ATMA-North.

By order and in the name of the Governor of Goa.

Madhav B. Kelkar, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 22nd February, 2019.

Department of Education, Art & Culture

Directorate of Higher Education

Order

No. 8/2/2014-DHE (Q)/5730

Read: Memorandum No. 8/2/2014-DHE(Q)/4866 dated 08-01-2019.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/78(2)/2015/284 dated 05-12-2018, Government is pleased to appoint Ms. Shraddha Shrikant Naik to the post of Assistant Professor in Political Science (OBC) in Government College of Arts, Science and Commerce, Sanquelim-Goa under Directorate of Higher Education on temporary basis in the Pay Matrix Level 10 [Pay Band-3, Rs. 15,600-39,100+Academic Grade Pay of Rs. 6,000/- (pre-revised)] with immediate effect, and as per the terms and conditions contained in the Memorandum cited above.

Ms. Shraddha Shrikant Naik shall be on probation for a period of two years.

Ms. Shraddha Shrikant Naik has been declared medically fit by the Medical Board. The appointment is made subject to the verification of her character and antecedents. In the event of any adverse remarks noticed by the Government on verification of her character and antecedents, her services shall be terminated.

By order and in the name of the Governor of Goa.

Prasad G. Volvoikar, Under Secretary (Higher Education).

Porvorim, 20th February, 2019.

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Department of Industries

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Order

No. 3/25/2010-IND/92

Whereas, for orderly establishment of waste (Scrap) recycling units in the State of Goa, the Government has formulated the Goa Waste (Scrap) Recycling Units Scheme, 2010, as per the assurance given by the State Government before the Hon'ble High Court in the PIL Writ Petition No. 12/2008.

And whereas, the "Goa Waste (Scrap) Recycling Units Scheme, 2010", stipulate shifting of scrap yards from its present location to the trade zones within a period of 02 years. However as the process of establishment of trade zones could not be completed within the aforesaid time limit, the Scheme was further extended for a period of 02 years, vide Notification No. 3/25/2010-IND dated 26-11-2012. The said scheme was again extended for a period of one year vide Notification No. 3/25/2010-IND dated 12-08-2016 till 28-04-17.

And whereas, the Government is desirous of appointing the Goa Waste Management Corporation as Nodal Agency for the purpose of

relocating of the scrap yards in the State of Goa by either formulating a new scheme or by modifying the earlier notified scheme.

Now therefore, the Government hereby appoints the Goa Waste Management Corporation as the Nodal Agency for the purpose of relocating of the scrap yards in the State of Goa and all matters related thereto.

The Directorate of Industries, Trade and Commerce, Panaji is hereby directed to handover all the relevant files pertaining to the Goa Waste (Scrap) Recycling Units Scheme, 2010 to the Goa Waste Management Corporation.

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Industries).

Porvorim, 20th February, 2019.

Order

No. 3/19/2010-IND/100

Whereas, the Government intend to set up a Biotechnology Incubator in the State of Goa in terms of the Biotechnological Policy notified vide Notification No. 3/75/2004-IND dated 13-07-2006 published in Official Gazette, Series I No. 20 dated 17-08-2006 for the purpose to provide an opportunity to prospective entrepreneurs to develop, test, process their idea's/projects at a laboratory level a reasonable costs.

And whereas, the Government is desirous of appointing the Directorate of Higher Education, Porvorim as the Nodal Agency for the purpose of setting up the project of Bio-Incubator facility at Goa University, Taleigao, Goa.

Now therefore, the Government hereby appoints the Directorate of Higher Education as the Nodal Agency for the purpose of setting up the project of Bio-Incubator facility at Goa University, Taleigao, Goa and all matters related thereto.

The Director of Industries, Trade and Commerce, Panaji is hereby directed to handover all the relevant files pertaining to the project of setting up Bio-Incubator facility to the Directorate of Higher Education.

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Industries).

Porvorim, 21st February, 2019.

Department of Labour

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Order

No. 28/31/2018-LAB/149

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Merck Limited, Plot No. 11/1, Marvasado, Usgao, Ponda, Goa and it's workman, Shri Bhanudas Naik, represented by the Merck Employees Union in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under Section 7 (1) of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. Merck Limited, Usgao, Goa in demoting Shri Bhanudas Naik from Helper to Sweeper under level of Core I, with effect from 16-05-2017, is legal and justified?

(2) If not, to what relief the workman is entitled?".

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 19th February, 2019.

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Notification

No. 28/2/2019-LAB/138

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 28-01-2019 in Appl. No. 6/2012 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 18th February, 2019.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURTGOVERNMENT OF GOA
AT PANAJI(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Appl. No. 6/2012

Shri Sandeep Dalvi,
Salmona, Near Sharvani Temple,
Saligao, Bardez,
Goa-403 511. ... Applicant/Party I

V/s

M/s. Omkar,
Plot No. 58, Pilerne Industrial
Estate,
Pilerne, P.O. Betim,
Bardez, Goa 403 101. ... Respondent/Party II

Applicant/Party I represented by Ld. Adv. Shri P. J. Kamat.

Respondent/Party II represented by Ld. Adv. Shri P. Chawdikar.

AWARD

(Delivered on this the 28th day of the
month of January of the year 2019)

This is an application filed by the Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, 1947 (for short The Act).

2. Briefly stated, the case of the Applicant/Party I is that the Party I was employed as a Quality Control Employee with Party II w.e.f. 1-1-2010. The Party I in December, 2011 called upon Party II to meet their basic statutory demands but it did not like the making of demands by the workers and started terminating the services of the workmen one by one without any cause. The Party I on 11-12-2011 was asked not to report for work from 12-12-2011. The Party I was neither given a notice of one month nor offered pay in lieu of notice nor any compensation. The Party I thereafter intimated the Assistant Labour Commissioner, Mapusa about the refusal of employment. However, The Party II did not attend the discussion. The Assistant Labour Commissioner, Mapusa also did not record the report on failure. The action of Party II in refusing the employment is illegal, unjust and malafide. Hence, the dispute.

3. The Respondent/Party II filed a reply at Exh. 8 inter-alia contending that the application is wholly misconceived and unsustainable in law. The Party I remained absent without any prior

permission and on account of act of Party I of sudden refusal to work and/or abandonment, the factory operations of Party II came to a standstill. The Party I created a situation for the Party II to recruit new employee in his place to ensure the survival of the organization, The Party I is not entitled for any relief.

4. The Party I filed a rejoinder at Exhibit 9 denying the case put forth by Party II in the written statement.

5. Issues came to be framed at Exhibit 13.

6. In the course of further proceedings, the parties have arrived at an amicable settlement and filed a pursis for disposal of the above application along with the consent terms dated 25-1-2019 at Exh. 33 colly.

7. The terms of settlement are as follows:

- (1) It is agreed between the parties that Mr. Sandeep Dalvi, Party I shall be paid an amount of Rs. 1,38,450/- (Rupees one lakh thirty eight thousand four hundred & fifty only) towards gratuity, leave encashment, compensation, bonus, ex-gratia, etc. in full & final settlement of all his legal dues.
- (2) It is agreed between the parties that in view of the payment of the amount agreed in Clause 1 of these terms, Sandeep Dalvi does not press for service with the Employer/Party II.
- (3) It is agreed between the parties that both the parties shall have no claim of whatsoever nature against each other, other than the amount payable on payment of amount in Clause (1) above.
- (4) It is agreed between the parties that the above amount shall be paid to Mr. Sandeep Dalvi on or before 15-03-2019 by Account Payee Cheque drawn in his name and accordingly cheque dated 15-03-2019 drawn on Dena Bank, Panaji Branch amounting of Rs. 1,38,450/- (Rupees one lakh thirty eight thousand four hundred & fifty only) bearing No. 005306 is handed over to the Party I.
- (5) It is agreed that if the above amount is not paid on or before the period agreed, the Party II shall pay interest at the rate of 12% from the date the amount fell due.
- (6) The Party I herein declare that his claim in the present dispute as well as claim in the reference before the Industrial Tribunal bearing Application No. 6/2012 is conclusively settled.

(7) The Party II establishment shall issue a bonafide service certificate to the workman.

(8) The Parties pray that an award in terms of above settlement be made and the reference be disposed of.

8. The above Consent terms are signed by the Applicant, Shri Sandeep Dalvi and Shri Samarth Karekar, Partner of Party II, so also, Ld. Adv. Shri P. Chawdikar for Party I and Ld. Adv. Shri P. J. Kamat for Party II. I have gone through the records of the case and the above Consent Terms and I am convinced that the Consent terms filed by the parties are just and fair and are in the interest of the Applicant/Party I and Respondent/Party II and therefore, the same are accepted.

9. In view of above, I pass the following:

ORDER

- (i) The application filed by Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, stands disposed of in view of the Consent Terms dated 25-1-2019 filed by both the parties at Exhibit 33 colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/139

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 28-01-2019 in Appl. No. 3/2012 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 18th February, 2019.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Appl. No. 3/2012

Shri Eknath J. Rao,
Bhutawadi, Vironda,
Pernem, Goa-403 512. ... Applicant/Party I
V/s

M/s. Omkar,
Plot No. 58, Pilerne Industrial
Estate,
Pilerne, P.O. Betim,
Bardez, Goa 403 101. ... Respondent/Party II
Applicant/Party I represented by Ld. Adv. Shri P. J.
Kamat.
Respondent/Party II represented by Ld. Adv. Shri P.
Chawdikar.

AWARD

**(Delivered on this the 28th day of the
month of January of the year 2019)**

This is an application filed by the Applicant/
/Party I under Section 2-A(2) of the Industrial
Disputes Act, 1947 (for short The Act).

2. Briefly stated, the case of the Applicant/
/Party I is that the Party I was employed as a Cutting
Operator with Party II w.e.f. Sept., 2002. The Party
I in December, 2011 called upon Party II to meet
their basic statutory demands but it did not like
the making of demands by the workers and started
terminating the services of the workmen one by
one without any cause. The Party I on 10-1-2012
was asked not to report for work from 11-1-2012.
The Party I was neither given a notice of one month
nor offered pay in lieu of notice nor any
compensation. The Party I thereafter intimated the
Assistant Labour Commissioner, Mapusa about the
refusal of employment. However, The Party II did
not attend the discussion. The Assistant Labour
Commissioner, Mapusa also did not record the
report on failure. The action of Party II in refusing
the employment is illegal, unjust and malafide.
Hence, the dispute.

3. The Respondent/Party II filed a reply at
Exh. 7 inter-alia contending that the application is
wholly misconceived and unsustainable in law. The
Party I remained absent without any prior
permission and on account of act of Party I of
sudden refusal to work and/or abandonment, the
factory operations of Party II came to a standstill.
The Party I created a situation for the Party II to
recruit new employee in his place to ensure the
survival of the organization. The Party I is not
entitled for any relief.

4. The Party I filed a rejoinder at Exhibit 8
denying the case put forth by Party II in the written
statement.

5. Issues came to be framed at Exhibit 12.

6. In the course of further proceedings, the
parties have arrived at an amicable settlement and
filed a pursis for disposal of the above application
along with the consent terms dated 25-1-2019 at
Exh. 28 colly.

7. The terms of settlement are as follows:

- (1) It is agreed between the parties that Mr.
Eknath J. Rao, Party I shall be paid an
amount of Rs. 1,38,283/- (Rupees one lakh
thirty eight thousand two hundred & eight
three only) towards gratuity, leave
encashment, compensation, bonus,
ex-gratia, etc. in full & final settlement of
all his legal dues.
- (2) It is agreed between the parties that in
view of the payment of the amount agreed
in Clause 1 of these terms, Mr. Eknath J.
Rao does not press for service with the
Employer/Party II.
- (3) It is agreed between the parties that both
the parties shall have no claim of
whatsoever nature against each other, other
than the amount payable on payment of
amount in Clause (1) above.
- (4) It is agreed between the parties that the
above amount shall be paid to Mr. Eknath
J. Rao on or before 15-03-2019 by Account
Payee Cheque drawn in his name and
accordingly cheque dated 15-03-2019
drawn on Dena Bank, Panaji Branch
amounting of Rs. 1,38,283/- (Rupees one
lakh thirty eight thousand two hundred &
eighty three only) bearing No. 005303 is
handed over to the Party I.
- (5) It is agreed that if the above amount is not
paid on or before the period agreed, the
Party II shall pay interest at the rate of 12%
from the date the amount fell due.
- (6) The Party I herein declare that his claim in
the present dispute as well as claim in the
reference before the Industrial Tribunal
bearing Application No. 3/2012 is
conclusively settled.
- (7) The Party II establishment shall issue a
bonafide service certificate to the
workman.
- (8) The Parties pray that an award in terms of
above settlement be made and the
reference be disposed of.

8. The above Consent terms are signed by the Applicant, Shri Eknath J. Rao and Shri Samarth Karekar, Partner of Party II, so also, Ld. Adv. Shri P. Chawdikar for Party I and Ld. Adv. Shri P. J. Kamat for Party II. I have gone through the records of the case and the above Consent Terms and I am convinced that the Consent terms filed by the parties are just and fair and are in the interest of the Applicant/Party I and Respondent/Party II and therefore, the same are accepted.

9. In view of above, I pass the following:

ORDER

- (i) The application filed by Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, stands disposed of in view of the Consent Terms dated 25-1-2019 filed by both the parties at Exhibit 28 colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/140

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 28-01-2019 in Appl. No. 2/2012 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 18th February, 2019.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Appl. No. 2/2012

Mr. Adesh K. Sawant,
At: Digne, Post: Margon,
Taluka: Sawantwadi,
District: Sindhudurg (MH) ... Applicant/Party I
V/s

M/s. Omkar,
Plot No. 58, Pilerne Industrial
Estate,
Pilerne, P.O. Betim,
Bardez, Goa 403 101. ... Respondent/Party II
Applicant/Party I represented by Ld. Adv. Shri P. J. Kamat.
Respondent/Party II represented by Ld. Adv. Shri P. Chawdikar.

AWARD

(Delivered on this the 28th day of the month
of January of the year 2019)

This is an application filed by the Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, 1947 (for short The Act).

2. Briefly stated, the case of the Applicant/Party I is that the Party I was employed as an Offset Printer with Party II w.e.f. April, 2010. The Party I in December, 2011 called upon Party II to meet their basic statutory demands but it did not like the making of demands by the workers and started terminating the services of the workmen one by one without any cause. The Party I on 11-1-2012 was asked not to report for work from 12-1-2012. The Party I was neither given a notice of one month nor offered pay in lieu of notice nor any compensation. The Party I thereafter intimated the Assistant Labour Commissioner, Mapusa about the refusal of employment. However, The Party II did not attend the discussion. The Assistant Labour Commissioner, Mapusa also did not record the report on failure. The action of Party II in refusing the employment is illegal, unjust and malafide. Hence, the dispute.

3. The Respondent/Party II filed a reply at Exh. 7 inter-alia contending that the application is wholly misconceived and unsustainable in law. The Party I remained absent without any prior permission and on account of act of Party I of sudden refusal to work and/or abandonment, the factory operations of Party II came to a standstill. The Party I created a situation for the Party II to recruit new employee in his place to ensure the survival of the organization. The Party I is not entitled for any relief.

4. The Party I filed a rejoinder at Exhibit 8 denying the case put forth by Party II in the written statement.

5. Issues came to be framed at Exhibit 12.

6. In the course of further proceedings, the parties have arrived at an amicable settlement and filed a pursis for disposal of the above application along with the terms of the Memorandum of Settlement dated 6-4-2017 at Exh. 29 colly.

7. The terms of Memorandum of settlement are reproduced herein:

- (1) That the Party II shall pay an amount of Rs. 24,000/- to Party I in full and final settlement of all his claims.
- (2) That upon receipt of the said payment of Rs. 24,000/- the Party I and Party II shall file a joint application before the Industrial Tribunal, Panaji, Goa, for disposing of the said application in terms of the present settlement.
- (3) That in compliance of the above terms, the Party II has paid the said amount of Rs. 24,000/- vide cheque No. 003391 dated 6-4-2017 drawn on Dena Bank, the receipt of which the Party I do hereby admit and acknowledge.

8. The above Memorandum of Settlement is signed by the Party I, Shri Adesh Sawant and Shri Samarth Karekar on behalf of the Party II. I have gone through the settlement terms filed as above, which in my view, are just and fair and in the interest of the both the Applicant/Party I as well as Respondent/Party II and hence the same are accepted.

9. In view of above, I pass the following:

ORDER

- (i) The application filed by Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, stands disposed of in view of the Memorandum of Settlement dated 6-4-2017 signed by both the parties at Exhibit 29 colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/141

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 28-01-2019 in Appl. No. 5/2012 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 18th February, 2019.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Appl. No. 5/2012

Shri Shiva Nana Kashalkar,
H. No. 641, Panashi Wada,
Pernem, Goa-403 512. ... Applicant/Party I

V/s

M/s. Omkar,
Plot No. 58, Pilerne Industrial
Estate,
Pilerne, P.O. Betim,
Bardez, Goa 403 101. ... Respondent/Party II

Applicant/Party I represented by Ld. Adv. Shri P. J. Kamat.

Respondent/Party II represented by Ld. Adv. Shri P. Chawdikar.

AWARD

(Delivered on this the 28th day of the month
of January of the year 2019)

This is an application filed by the Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, 1947 (for short The Act).

2. Briefly stated, the case of the Applicant/Party I is that the Party I was employed as a Cutting Operator with Party II w.e.f. Aug., 2002. The Party I in December, 2011 called upon Party II to meet their basic statutory demands but it did not like the making of demands by the workers and started terminating the services of the workmen one by one without any cause. The Party I on 9-1-2012 was asked not to report for work from 10-1-2012. The Party I was neither given a notice of one month nor offered pay in lieu of notice nor any compensation. The Party I thereafter intimated the Assistant Labour Commissioner, Mapusa about the refusal of employment. However, the Party II did not attend the discussion. The Assistant Labour Commissioner, Mapusa also did not record the report on failure. The action of Party II in refusing the employment is illegal, unjust and malafide. Hence, the dispute.

3. The Respondent/Party II filed a reply at Exh. 8 inter-alia contending that the application is wholly misconceived and unsustainable in law. The Party I remained absent without any prior

permission and on account of act of Party I of sudden refusal to work and/or abandonment, the factory operations of Party II came to a standstill. The Party I created a situation for the Party II to recruit new employee in his place to ensure the survival of the organization, The Party I is not entitled for any relief.

4. The Party I filed a rejoinder at Exhibit 9 denying the case put forth by Party II in the written statement.

5. Issues came to be framed at Exhibit 13.

6. In the course of further proceedings, the parties have arrived at an amicable settlement and filed a pursis for disposal of the above application along with the consent terms dated 25-1-2019 at Exh. 29 colly.

7. The terms of settlement are as follows:

- (1) It is agreed between the parties that Mr. Shiva N. Kashalkar, Party I shall be paid an amount of Rs. 2,01,671/- (Rupees two lakhs one thousand six hundred & seventy one only) towards gratuity, leave encashment, compensation, bonus, ex-gratia, etc. in full & final settlement of all his legal dues.
- (2) It is agreed between the parties that in view of the payment of the amount agreed in Clause 1 of these terms, Shiva N. Kashalkar does not press for service with the Employer/Party II.
- (3) It is agreed between the parties that both the parties shall have no claim of whatsoever nature against each other, other than the amount payable on payment of amount in Clause (1) above.
- (4) It is agreed between the parties that the above amount shall be paid to Mr. Shiva N. Kashalkar on or before 15-04-2019 by Account Payee Cheque drawn in his name and accordingly cheque dated 15-04-2019 drawn on Dena Bank, Panaji Branch amounting of Rs. 2,01,671/- (Rupees two lakhs one thousand six hundred & seventy one only) bearing No. 005307 is handed over to the Party I.
- (5) It is agreed that if the above amount is not paid on or before the period agreed, the Party II shall pay interest at the rate of 12% from the date the amount fell due.
- (6) The Party I herein declare that his claim in the present dispute as well as claim in the reference before the Industrial Tribunal bearing Application No. 5/2012 is conclusively settled.

(7) The Party II establishment shall issue a bonafide service certificate to the workman.

(8) The Parties pray that an award in terms of above settlement be made and the reference be disposed of.

8. The above Consent terms are signed by the Applicant, Shri Shiva N. Kashalkar and Shri Samarth Karekar, Partner of Party II, so also, Ld. Adv. Shri P. Chawdikar for Party I and Ld. Adv. Shri P. J. Kamat for Party II. I have gone through the records of the case and the above Consent Terms and I am convinced that the Consent terms filed by the parties are just and fair and are in the interest of the Applicant/Party I and Respondent/Party II and therefore, the same are accepted.

9. In view of above, I pass the following:

ORDER

- (i) The application filed by Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, stands disposed of in view of the Consent Terms dated 25-1-2019 filed by both the parties at Exhibit 29 colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/142

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 28-01-2019 in Appl. No. 4/2012 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 18th February, 2019.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Appl. No. 4/2012

Shri Rajan Pandurang Kadam,
Sasoli, H. No. 177, P. O. Sasoli,
Tal. Dodamarg,
District: Sindhudurg-416 511. ... Applicant/Party I
V/s

M/s. Omkar,
Plot No. 58, Pilerne
Industrial Estate,
Pilerne, P.O. Betim,
Bardez, Goa 403 101. ... Respondent/Party II

Applicant/Party I represented by Ld. Adv. Shri P. J. Kamat.

Respondent/Party II represented by Ld. Adv. Shri P. Chawdikar.

AWARD

(Delivered on this the 28th day of the month of January of the year 2019)

This is an application filed by the Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, 1947 (for short The Act).

2. Briefly stated, the case of the Applicant/Party I is that the Party I was employed as an Offset Helper with Party II w.e.f. Feb., 2007. The Party I in December, 2011 called upon Party II to meet their basic statutory demands but it did not like the making of demands by the workers and started terminating the services of the workmen one by one without any cause. The Party I on 9-1-2012 was asked not to report for work from 10-1-2012. The Party I was neither given a notice of one month nor offered pay in lieu of notice nor any compensation. The Party I thereafter intimated the Assistant Labour Commissioner, Mapusa about the refusal of employment. However, The Party II did not attend the discussion. The Assistant Labour Commissioner, Mapusa also did not record the report on failure. The action of Party II in refusing the employment is illegal, unjust and malafide. Hence, the dispute.

3. The Respondent/Party II filed a reply at Exh. 7 inter-alia contending that the application is wholly misconceived and unsustainable in law. The Party I remained absent without any prior permission and on account of act of Party I of sudden refusal to work and/or abandonment, the factory operations of Party II came to a standstill. The Party I created a situation for the Party II to recruit new employee in his place to ensure the survival of the organization. The Party I is not entitled for any relief.

4. The Party I filed a rejoinder at Exhibit 8 denying the case put forth by Party II in the written statement.

5. Issues came to be framed at Exhibit 12.

6. In the course of further proceedings, the parties have arrived at an amicable settlement and filed a pursis for disposal of the above application along with the consent terms dated 25-1-2019 at Exh. 27 colly.

7. The terms of settlement are as follows:

- (1) It is agreed between the parties that Mr. Rajan Pandurang Kadam, Party I shall be paid an amount of Rs. 1,16,126/- (Rupees one lakh sixteen thousand one hundred & twenty six only) towards gratuity, leave encashment, compensation, bonus, ex-gratia, etc. in full & final settlement of all his legal dues.
- (2) It is agreed between the parties that in view of the payment of the amount agreed in Clause 1 of these terms, Rajan Pandurang Kadam does not press for service with the Employer/Party II.
- (3) It is agreed between the parties that both the parties shall have no claim of whatsoever nature against each other, other than the amount payable on payment of amount in Clause (1) above.
- (4) It is agreed between the parties that the above amount shall be paid to Mr. Rajan Pandurang Kadam on or before 15-04-2019 by Account Payee Cheque drawn in his name and accordingly cheque dated 15-04-2019 drawn on Dena Bank, Panaji Branch amounting of Rs. 1,16,126/- (Rupees one lakh sixteen thousand one hundred & twenty six only) bearing No. 005304 is handed over to the Party I.
- (5) It is agreed that if the above amount is not paid on or before the period agreed, the Party II shall pay interest at the rate of 12% from the date the amount fell due.
- (6) The Party I herein declare that his claim in the present dispute as well as claim in the reference before the Industrial Tribunal bearing Application No. 4/2012 is conclusively settled.
- (7) The Party II establishment shall issue a bonafide service certificate to the workman.
- (8) The Parties pray that an award in terms of above settlement be made and the reference be disposed of.

8. The above Consent terms are signed by the Applicant, Shri Rajan Pandurang Kadam and Shri Samarth Karekar, Partner of Party II, so also, Ld. Adv. Shri P. Chawdikar for Party I and Ld. Adv. Shri P. J. Kamat for Party II. I have gone through the records of the case and the above Consent Terms and I am convinced that the Consent terms filed by the parties are just and fair and are in the interest of the Applicant/Party I and Respondent/Party II and therefore, the same are accepted.

9. In view of above, I pass the following:

ORDER

- (i) The application filed by Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, stands disposed of in view of the Consent Terms dated 25-1-2019 filed by both the parties at Exhibit 27 colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/143

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 28-01-2019 in Appl. No. 7/2012 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 18th February, 2019.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Appl. No. 7/2012

Shri Ramesh Singh Kushwaha,
C/o. Jai Singh Rane,
H. No. 302, Navitim, Pilerne,
P. O. Betim, Bardez,
Goa-403 101. ... Applicant/Party I
V/s

M/s. Omkar,
Plot No. 58, Pilerne
Industrial Estate,
Pilerne, P.O. Betim,
Bardez, Goa 403 101. ... Respondent/Party II
Applicant/Party I represented by Ld. Adv. Shri P. J. Kamat.
Respondent/Party II represented by Ld. Adv. Shri P. Chawdikar.

AWARD

(Delivered on this the 28th day of the month
of January of the year 2019)

This is an application filed by the Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, 1947 (for short The Act).

2. Briefly stated, the case of the Applicant/Party I is that the Party I was employed as an Offset Printer with Party II w.e.f. 13-12-2011. The Party I in December, 2011 called upon Party II to meet their basic statutory demands but it did not like the making of demands by the workers and started terminating the services of the workmen one by one without any cause. The Party I on 12-12-2011 was not allotted any work and on 13-12-2011 was not allowed to report for work. The Party I however continued to go to the factory but was refused employment. The Party I was neither given a notice of one month nor offered pay in lieu of notice nor any compensation. The Party I thereafter intimated the Assistant Labour Commissioner, Mapusa about the refusal of employment. However, The Party II did not attend the discussion. The Assistant Labour Commissioner, Mapusa also did not record the report on failure. The action of Party II in refusing the employment is illegal, unjust and malafide. Hence, the dispute.

3. The Respondent/Party II filed a reply at Exh. 7 inter-alia contending that the application is wholly misconceived and unsustainable in law. The Party I remained absent without any prior permission and on account of act of Party I of sudden refusal to work and/or abandonment, the factory operations of Party II came to a standstill. The Party I created a situation for the Party II to recruit new employee in his place to ensure the survival of the organization. The Party I is not entitled for any relief.

4. The Party I filed a rejoinder at Exhibit 8 denying the case put forth by Party II in the written statement.

5. Issues came to be framed at Exhibit 12.

6. In the course of further proceedings, the parties have arrived at an amicable settlement and filed a pursis for disposal of the above application along with the consent terms dated 25-1-2019 at Exh. 38 colly.

7. The terms of settlement are as follows:

- (1) It is agreed between the parties that Mr. Ramesh Singh Kushwaha, Party I shall be paid an amount of Rs. 3,80,544/- (Rupees three lakhs eighty thousand five hundred & forty four only) towards gratuity, leave encashment, compensation, bonus, ex-gratia, etc. in full & final settlement of all his legal dues.
- (2) It is agreed between the parties that in view of the payment of the amount agreed in Clause 1 of these terms, Ramesh Singh Kushwaha does not press for service with the Employer/Party II.
- (3) It is agreed between the parties that both the parties shall have no claim of whatsoever nature against each other, other than the amount payable on payment of amount in Clause (1) above.
- (4) It is agreed between the parties that the above amount shall be paid to Mr. Ramesh Singh Kushwaha on or before 15-02-2019 by Account Payee Cheque drawn in his name and accordingly cheque dated 10-02-2019 drawn on Dena Bank, Panaji Branch amounting of Rs. 3,80,544/- (Rupees three lakhs eighty thousand five hundred & forty four only) bearing No. 005305 is handed over to the Party I.
- (5) It is agreed that if the above amount is not paid on or before the period agreed, the Party II shall pay interest at the rate of 12% from the date the amount fell due.
- (6) The Party I herein declare that his claim in the present dispute as well as claim in the reference before the Industrial Tribunal bearing Application No. 6/2012 is conclusively settled.
- (7) The Party II establishment shall issue a bonafide service certificate to the workman.
- (8) The Parties pray that an award in terms of above settlement be made and the reference be disposed of.

8. The above Consent terms are signed by the Applicant, Shri Ramesh Singh Kushwaha and Shri Samarth Karekar, Partner of Party II, so also, Ld. Adv. Shri P. Chawdikar for Party I and Ld. Adv. Shri P. J. Kamat for Party II. I have gone through the records of the case and the above Consent Terms and I am convinced that the Consent terms filed by the parties are just and fair and are in the interest of the Applicant/Party I and Respondent/Party II and therefore, the same are accepted.

9. In view of above, I pass the following:

ORDER

- (i) The application filed by Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, stands disposed of in view of the Consent Terms dated 25-1-2019 filed by both the parties at Exhibit 38 colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/144

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 30-01-2019 in reference No. IT/26/14 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 18th February, 2019.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/26/14

The President,
Bicholim Urban Co-operative
Bank Employees Association,
Gurudatta Building, 3rd Floor,
Panaji-Goa, 403 001. ... Workmen/Party I
V/s

The Managing Director,
Bicholim Urban Co-operative Bank,
Head Office: Bicholim,
Goa, 403 504. ... Employer/Party II

Workmen/Party I represented by Shri Subhash Naik Jorge.

Employer/Party II represented by Ld. Adv. Shri P. J. Kamat.

AWARD

(Delivered on this the 30th day of the month of January of the year 2019)

By Order dated 29-10-2014, bearing No. 28/33/2014-Lab/616, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to the Tribunal for adjudication.

- “(1) *Whether the demand of the Bicholim Urban Co-operative Bank Employees Association, for prohibition of direct recruitment to the post of Junior Officers and filling-up of all the vacancies through internal promotions of Clerks with 15 years of service, is legal and justified?.*
- (2) *If not, what relief the workmen are entitled to?”*

2. Upon receipt of the reference, it was registered as IT/26/14 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim statement at Exb. 6 and Party II filed a Written statement at Exhibit 7.

3. In short, the case of the Party I is that the Party II has employed large number of employees in various categories and it is obligatory for the Bank to have recruitment and promotional rules approved by Registrar of Co-operative Societies. There are vacancies for the post of Junior Officers in the Bank and the Party II held promotional test and oral interviews for last several years, except for the year 2013 for selection of Junior Officers from employees who are working with Party II as clerks. The Party II put advertisement in the local newspaper in the year 2013 that there are vacancies for the post of Junior Officers and invited applications and thereafter held tests and recruited fresh candidates as Junior Officers denying opportunity to experienced staff. The Party I objected to the same but the Party II did not accept their demands. The direct recruitment of Junior Officers is bad in law and the action of Party II in recruiting fresh employees is in violation of provisions of recruitment and promotional rules of the Bank. Hence, the dispute.

4. In the Written statement, the Party II has claimed that the Party II being a Co-operative Bank is governed by the guidelines issued by the Registrar of Co-operative Societies from time to time on the appointment/engagement and promotion of employees in various categories and besides the guidelines, the Party I as well as Party II have agreed to certain rules framed in respect of promotions and recruitment from the workmen to non-workmen categories as required under settlement dated 30-3-2011. The Party II had framed the recruitment/promotion policy in the year 2009 providing for reservation, promotion, recruitment, etc. which was reframed in the year 2013 and the same was approved by the Dy. Registrar of Co-operative Societies, Panaji dated 8-10-2013. The Party I have not made out any case for the relief claimed.

5. Issues that came to be framed at Exh. 10 are as follows:

- (1) Whether the Party I proves that all other Co-operatives Banks other than Party II Bank, fill the posts of Junior Officers through internal promotions of clerks with 15 years of services?
- (2) Whether the Party I proves that the Promotion Rules had been violated by Party II in the year 2013 by not having internal promotion test?
- (3) Whether the Party I proves that the recruitment as Junior Officers in the year 2013 was illegal and unjustified and is in violation of recruitment and Promotion Rules?
- (4) Whether the Party II proves that the reference is not maintainable as Party I has not authorized the President of Party I to espouse the cause of the workers in the matter referred above?
- (5) Whether the Party II proves that the promotion from category of workmen i.e. clerks to non-workmen i.e. Junior Officers and direct recruitment of non workmen are as per the Recruitment Rules framed by the Party II and approved by the Dy. Registrar of Societies, Govt. of Goa?
- (6) Whether the Party II proves that the reference made by the Government as to the promotion and recruitment of the Junior Officers (non-workmen) from the category of workmen, constitutes a dispute within the meaning of Section 83 of the

Maharashtra Co-operative Societies Act, 1960 and Goa Co-operative Societies Act, 2001 and Rules thereunder?

(7) What Award? What Order?

6. The Party I examined Shri Subhash Naik Jorge and produced on record the documents at Exh. 15 to 23 colly. The Party I also examined Shri Santosh N. Shetye and produced on records the documents at Exh. 26 and 27 colly. On the other hand, the Party II examined Shri Satish Jakhi and produced on record the documents at Exh. 30 to Exh. 34 colly and closed its case.

7. Heard arguments.

REASONS

Issue Nos. 1, 2, 3, 4, 5, 6 and 7:

8. It is a matter of record that Shri Subhash Naik Jorge for the Party I has filed an application at Exh. 35 claiming that the Party I workmen are not interested in pursuing the matter as the Party I has submitted a Charter of demands on Party II seeking improvement in the promotional policy and that they are hopeful of discussing the matter and resolve the same. He claimed that the Party I does not want to pursue the matter and discuss and settle the issue along with the pending Charter of demands and therefore, no dispute award be passed in the matter, to which Learned Adv. Shri P. J. Kamat for the Party II has made an endorsement on the said application stating that he has no objection for passing a 'no dispute award' for the reasons stated in the application. It appears that the Party I is not interested in pursuing the matter, although evidence has been led, for the reasons stated above and desires to discuss and settle the issue along with pending Charter of demands. The Party I have thus failed to discharge the burden of proving the above issues. Therefore, there remains no dispute, claim and/or demand of whatsoever nature against each other in the present reference. Hence, the above issues are answered accordingly.

9. In view of above, I pass the following:

ORDER

- (i) The reference stands disposed of in terms of the application at Exhibit 35.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/145

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 22-01-2019 in reference No. IT/18/14 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 18th February, 2019.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA

AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/18/14

Workmen,

Rep. by the President,

Kamgarancho Ekvott,

Gurudutt Building, 3rd Floor,

Dada Vaidhya Road,

Panaji-Goa 403 001.

... Workmen/Party I

V/s

1. M/s. Winsome Diamond &

Jewellery Ltd.

... Employer/Party II(1)

2. M/s. Opaque Industries,

P-1 and 1-A, Tivim Industrial

Estate, Karaswada, Mapusa,

Bardez-Goa-403 507.

... Employer/Party II(2)

3. M/s. Standard Chartered Bank,

Head Office at Crescenz Building,

C-38, 39, G Block, Bandra,

Kurla Complex, Bandra,

East, Mumbai-400 051.

... Employer/Party II(3)

Workmen/Party I represented by Shri Subhash Naik Jorge.

Employer/Party II(1) ex-parte.

Employer/Party II(2) represented by Ld. Adv. Shri P. Chawdikar.

Employer/Party II(3) ex-parte.

AWARD

(Delivered on this the 22nd day of the month of January of the year 2019)

By Order dated 06-08-2014, bearing No. 28/20/2014-Lab/430, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the

Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to the Tribunal for adjudication.

“(1) *Whether the action of the management of M/s. Winsome Diamonds and Jewellery Limited and M/s. Opaque Industries, P-1 & 1A, Tivim Industrial Estate, Karaswada, Mapusa, Goa, in declaring lay-off for the period from 03-09-2013 to 17-9-2013 and from 25-9-2013 to 22-10-2014 is legal and justified?*

(2) *If the answer to the issue No. (1) above is in the negative, then to what relief the workmen are entitled?”*

2. On receipt of the reference, it was registered as IT/18/14 and registered A/D notices were issued to both the parties. Upon appearance, Party I filed a Claim statement at Exh. 7 and Party II(2) filed a Written statement at Exh. 10.

3. In short, the case of Party I in the claim statement is that the Party II(1) was engaged in the business of making gold, silver and diamond Jewellery which was exported to other countries. The Party II(2) was set up by Party II(1) to outsource the production of Jewellery items. The management of both the establishments is the same. The production of the Jewellery was done by Party II(2) and the workers were paid by Party II(1) through Party II(2). The workers of Party II(2) became the members of trade union viz. Kamgarancho Ekvott and raised a Charter of demands on behalf of the employees seeking revision of wages and service conditions of their members and during the meetings, a wage settlement was arrived at. It is also the case of Party I that when the workers reported for work on 3-9-2013 at the factory premises, they found that the gates were closed and the security did not allow them to report for work.

4. The Party I further claimed that the workers of Party II again reported on 4-9-2013 but they were not allowed to report for work. They have been reporting for work subsequently also but were not allowed. The refusal of work w.e.f. 3-9-2013 amounts to termination of service which is illegal and unjustified. No retrenchment compensation was made. The Party II had employed more than 100 employees and the services could not have been terminated without obtaining prior permission from the State Government as per the Industrial Disputes Act. The action of the management is illegal and unjustified. The workers however were later allowed to work w.e.f. 3-9-2013 to 17-9-2013

and from 25-9-2013 to 22-10-2013 but they were not paid full wages. The Party II cannot lay-off or terminate the workers without the prior permission of the Government of Goa. The action of the Party II declaring lay-off from 3-9-2013 to 17-9-2013 and from 25-9-2013 to 22-10-2013 is illegal and unjustified and the Party I workmen are entitled for full wages for said period.

5. The Party II(2) filed a Written statement inter-alia contending that the reference is bad in law and filed with ulterior motives and malafide intention. The Party II(2) as a contractor used to pay wages to its workmen and the same was reimbursed by Party II(1). The Party II(1) is a complete and separate entity. The management had discussed the matter of lay-off with the union and was informed that there were no demands and the customers are not lifting the finished goods and as such the economic condition of the company was in very precarious position which forced the company to declare the lay-off. The Party II(1) followed all the procedures required for lay-off and also paid necessary benefits to all the workers as per the law. The workers were laid off due to sudden increase and constant fluctuation in the rate of prime raw material of gold, drop in orders and accumulation of finished products. The management of the Party II(1) had employed only 32 workmen in the company. There are no justifiable reasons given by Party I which requires intervention by the Court in the alleged claim and therefore the Party I is not entitled for any reliefs.

6. Issues came to be framed at Exh. 11 are as follows:

- (1) Whether the Party I proves that the action of the Party II in declaring lay-off for the period from 03-09-2013 to 17-09-2013 and from 25-09-2013 to 22-10-2013 is illegal and unjustified?
- (2) Whether the Party I proves that the termination is illegal and unjustified and therefore Party I was entitled to reinstatement with full back wages and continuity of service?
- (3) Whether Party II proves that reference is not maintainable as claim of Party I is not an “Industrial Dispute” as defined under Section 2(k) of Industrial Disputes Act, 1947?
- (4) What Relief? What Order?

7. In support of the case, Party I examined Shri Subhash Naik Jorge, President of the Union. A copy of Notice of lay off dated 2-9-20013 along with enclosures at Exh. 15 colly were produced by Party II(2) through the witness of Party I. On the other hand, Party II(2) examined Shri Deelip Gauns and closed its case.

8. Heard arguments.

9. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

- | | | |
|-------------|-----|---------------------|
| Issue No. 1 | ... | In the Negative. |
| Issue No. 2 | ... | In the Negative. |
| Issue No. 3 | ... | In the Negative. |
| Issue No. 4 | ... | As per Final order. |

REASONS

Issue No. 1:

10. Shri Subhash Naik Jorge for Party I has submitted that the Party II has closed the factory gates and did not allow its workers to report for work as usual for the period from 3-9-2013 to 17-9-2013 for a period of 15 days and from 25-9-2013 to 22-10-2013 for a period of 27 days and that the said period of lay-off declared by the company was illegal and unjustified. He further submitted that refusal of work with effect from 3-9-2013 amounts to termination of services and is illegal and unjustified, which is in violation of mandatory provision of Section 25-F of the Industrial Disputes Act. He further submitted that Party II employed more than 100 employees and their services could not have been terminated without obtaining prior permission of the State Government as per the Act and therefore, the workers are entitled for the relief claimed.

11. Learned Adv. Shri P. Chawdikar for Party II(2) has submitted that the company has been closed and the workers have been paid all their dues in terms of the law. There is no evidence on record that the Party II had employed more than 100 workmen. The Party II had paid 50% wages to the workmen who were laid off during above said period and the said fact has been admitted by witness of the Party I. The workers were laid off after complying with all the procedures as required under the Act. The documents produced on record including notice along with the list of workmen and other correspondence clearly point out that there were only 27 workmen employed with Party II and no contrary evidence in the form of attendance register or wage register or documents from Employees Provident Fund Organization or

Employees State Insurance Corporation showing list of workmen have been produced on record and therefore, the case of Party I cannot be accepted having any merits.

12. There cannot be any dispute that Section 2(kkk) of the Industrial Disputes Act deals with "lay-off". It means the failure, refusal or inability of an employer on account of shortage of coal, power or raw materials or accumulation of stocks or break-down of the machinery or for any other connected reason, etc. to give employment to a workman whose name is borne on the muster rolls of the industrial establishment and who has not been retrenched. Admittedly, the Party I workmen were laid off for the period from 3-9-2013 to 17-9-2013 for the reasons mentioned in the notice dated 2-9-2013 at Exh. 15 colly wherein it is stated that due to sudden increase and constant fluctuation in the rate of prime material, drop in orders and accumulations of finished products stock, the management is left with no option but to give lay-off to 14 workmen as mentioned in Annexure I commencing from 3-9-2013 to 17-9-2013. Similarly, as per notice dated 24-9-2013, 13 workmen have been laid off for the period from 25-9-2013 to 22-10-2013 for the reasons mentioned in the Annexure viz. (1) due to fluctuation in Gold rate, no orders for products and (2) Accumulation of finished product stock. The 'lay-offs' during the above periods have not been disputed by Party I. Admittedly, Section 25C under Chapter-VA of the Act deals with right of a workman laid off for compensation and under the said provision, compensation to be paid to such persons shall be equal to the 50% of the total of the basic wages and dearness allowances. There is no dispute that Party I has complied with the above provision of the Act as admitted by Shri Subhash Naik Jorge on page 2 of the cross examination.

13. It is the case of Party I that the Party II has employed more than 100 workmen in the establishment and that they have been terminated without obtaining prior permission from the State Government. Chapter V-B of the Act deals with special provisions relating to lay-off, etc. Section 25-K under said Chapter deals with industrial establishment in which not less than one hundred workmen were employed on an average per working day for the preceding twelve months and under Section 25-M, no workman shall be laid off by his employer except with the prior permission

of the appropriate Government, unless such lay off-off is due to shortage of power or to natural calamity. Shri Subhash Naik Jorge has admitted in the cross examination that the present reference is restricted to lay off for the period from 3-9-2013 to 17-9-2013 and from 25-9-2013 to 22-10-2013 as per the reference. He has also admitted that he does not have any document to show that there are more than 100 workmen employed in the company. The notices dated 2-9-2013 and 24-9-2013 at Exh. 15 colly clearly show that there were in all 27 workmen who were laid-off by the company.

14. It is not the case of Party I that out of more than 100 workmen employed by the company, only 27 workmen were laid off. No other documents have been produced by the Party I to prove that there were more than 100 workmen including attendance register or wage register or any document from Employees Provident Fund Organization and Employees State Insurance Corporation. Shri Subhash Naik Jorge has also admitted that if the company employs less than 100 workmen, no prior permission is required and when lay-off is given, the workers are not required to attend their duties but are entitled for 50% of the wages. He also admitted that the employer paid 50% of the wages to the workmen who were laid off during the said period. The witness of Party II(2), Shri Deelip Gauns has categorically denied that they have employed more than 100 workmen during the above period. The evidence of Shri Deelip Gauns has not been shaken. The Party I thus failed to prove that the Party II have employed more than 100 workmen and that their lay-off is illegal and bad in law for want of permission from the appropriate Government. It therefore cannot be said that the action of Party II in declaring the lay-off during the said period is illegal and unjustified and hence, the issue No. 1 is answered in the negative.

Issue No. 2:

15. It is claimed by Party I that the termination of their employment is illegal and unjustified and that they are entitled for reinstatement with full back wages and continuity in service. Shri Subhash Naik Jorge however has admitted that the present reference is restricted to only lay-off. He also admitted that the Party II(1) and Party II(2) have closed their operation on 31-1-2015 and during the closure, the management has paid entire

compensation due to the workers as per law. There is therefore no evidence on record to suggest that the termination of the workmen is illegal and they are entitled for the relief claimed. Hence, the issue No. 2 is answered in the negative.

Issue No. 3:

16. It is also claimed by Party II that the reference is not maintainable as the claim of Party I is not an industrial dispute as defined under Section 2(k) of the Industrial Disputes Act, however the Party II has not specified as to how the reference is not maintainable and how the claim of Party I is not an industrial dispute. The witness examined by Party II(2), Shri Deelip Gauns has also not stated anything as regards to the maintainability of the claim of Party I nor any witnesses from Party II(1) has been examined to prove the said fact. It is therefore, issue No. 3 is also answered in the negative.

Issue No. 4:

17. Once the Party I has failed to prove the action of the management of Party II(1) and Party II(2) in declaring 'lay-offs' for its workmen for the period from 3-9-2013 to 17-9-2013 and from 25-9-2013 to 22-10-2013 is illegal and unjustified, the Party I workmen are not entitled for grant of any reliefs as claimed by them in the claim statement. Hence, the above issue is answered accordingly.

18. In the result, I pass the following:

ORDER

- (i) It is hereby held the action of the management of M/s. Winsome Diamonds and Jewellery Limited and M/s. Opaque Industries, P-1 & 1A, Tivim Industrial Estate, Karaswada, Mapusa, Goa, in declaring lay-off for the period from 03-9-2013 to 17.9.2013 and from 25-9-2013 to 22-10-2013 is legal and justified.
- (ii) The Party I/Workmen are therefore not entitled to any reliefs.
- (iii) No order as to costs.
- (iv) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/Part-I/164

The following Judgement passed by the Labour Court-II, at Panaji-Goa, on 25-01-2019 in Case No. LC-II/LCC/06/2018 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 22nd February, 2019.

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. LC-II/LCC/06/2018

Shri Arvind Phadte Gaonkar,
R/o. Fadte Wada, Aldona,
Banastarim, Goa. ... Applicant
V/s

M/s. ESS DEE Aluminum Ltd.,
ESS DEE House,
Kandiwali (East),
Mumbai 400101. ... Opponent

Workman/Party-I present in person.

Opponent absent, marked as ex-parte

Panaji, Dated: 25-01-2019.

JUDGMENT

1. This judgment shall determine the claim application of the Applicant dated 19-03-2018 filed u/s 33-C (2) of the I.D. Act, 1947.

2. By the present claim application, the Applicant claimed an amount of Rs.14,34,000/- (Rupees Fourteen lakhs thirty four thousand only) towards his unpaid salaries, interest, leave encashment etc.

3. A notice issued to the Opponent by registered post A/D, has been duly served. The Opponent has however, remained absent on the scheduled dates of hearings. This court after giving ample opportunities to the Opponent, marked an ex-parte order against them and an ex-parte proceedings were conducted.

4. This court framed the following issues on 27-08-2018 at Exb. 4.

1. Whether the Applicant proves that he is entitled to receive from the Opponent a sum of Rs. 14,34,000/- (Rupees Fourteen lakhs thirty four thousand only) being Rs. 1,70,000/- towards unpaid salaries, Rs. 34,000/- towards interest, Rs. 20,000/- towards leave encashment and Rs. 12,00,000/- towards unpaid wages till the date of his retirement?

2. What order?

5. My answers to the aforesaid issues are as under:

(a) Issue No. 1: Partly in the affirmative and partly in the negative.

(b) Issue No. 2: As per final order.

REASONS

6. Issue No. 1:

In order to prove his case, the Applicant has examined himself and produced on record certain documentary evidence in support of his oral evidence. The evidence on record indicates that the Applicant was in the employment of the Opponent for the period from 08-09-2003 till December 2017 as 'Broiler Helper'. He was re-designated as 'Operator'. His annual CTC has been revised to Rs. 1,41,728/- p.a. The Applicant claimed that he has not been paid his earned salaries, leave encashment, interest, P.F. and gratuity etc. The claim of the Applicant has been decided as under:

(a) Unpaid Salaries:

The evidence on record indicates that the Applicant has not been paid his earned wages for the month of May, 2016, June, 2016, August, 2016, October, 2016, December, 2016, February, 2017, till December, 2017 (for total sixteen months). The monthly salary of the Applicant at the relevant time was Rs. 9042/- after deducting statutory Provident Fund and ESIC. Thus, the total unpaid salaries for the total 16 months comes to Rs. 1,44,672/- (Rupees One lakh forty four thousand six hundred seventy two only).

(b) Leave Encashment:

The Applicant claimed two months leave encashment. The evidence on record indicates that the Applicant was having two months leave on his credit at the time of closure of their office at Goa. Hence, the Applicant is entitled for leave encashment for two months, which comes to Rs. 18,084/- (Rupees Eighteen thousand eighty four only).

(c) Provident Fund and Gratuity:

The Applicant claimed gratuity as well as provident fund. The Applicant is entitled for the gratuity as well as provident fund under the Payment of Gratuity Act, 1972 and the Employees Provident Funds and Miscellaneous Provisions Act, 1952 respectively. Provisions have been made in the said legislations for the payment of gratuity as well as provident fund in the respective legislations. Both the said legislations are complete code containing detailed provisions covering all the essential features of the scheme for payment of Gratuity as well as Provident Fund. For the enforcement of its provisions, the act provides for the appointment of a controlling authority for administering the act. He has been invested with an amplitude of power for the full discharge of his responsibilities under the Act. Any error committed by him can be corrected in appeal by the Appropriate Government or an Appellate Authority particularly constituted under the Act. In view of above, this Labour Court II has no jurisdiction to decide the gratuity as well as provident fund under Section 33-C (2) of the I.D. Act, 1947.

(d) Interest:

The Applicant claimed interest @ Rs. 20% p.a. The Applicant has however, failed to justify the interest rate @ Rs. 20% p.a. Taking into consideration the facts and circumstances of the present case, the Applicant is entitled to claim interest @ Rs. 10% p.a. on the said amount from the date of its actual realization till its maturity.

In view of above and with regards to the facts and circumstances of the case, I pass the following order:

ORDER

1. The claim application of the Applicant dated 19-03-2018 is hereby partly allowed. Consequently, it is held that the Opponent, M/s. ESS DEE Aluminum Ltd., is hereby directed to pay to the Applicant, Shri Arvind Phadte Gaonkar a total sum of Rs. 1,62,756/- (Rupees One lakh sixty two thousand seven hundred fifty six only) being Rs. 1,44,672/- (Rupees One lakh forty four thousand six hundred seventy two only) towards his unpaid salaries and Rs. 18,084/- (Rupees Eighteen thousand eighty four only) towards

his leave encashment along with simple interest @ 10% p.a. from the date of its maturity till its actual realization.

2. No order as to cost.

Pronounced in the Open Court.

Sd/-

(Suresh N. Narulkar)
Presiding Officer,
Labour Court II.

Department of Law & Judiciary

Law (Establishment) Division

Order

No. 11/2/2019-LD(Estt)/354

On the recommendation of the Chief Justice, High Court of Bombay at Mumbai and Patron-in-Chief of Goa State Legal Service Authority, conveyed vide letter No. MSLSA/2019/16 dated 11-02-2019, the Government of Goa is pleased to appoint Smt. Sayonara Telles Laad, District Judge-2 & Addl./Sessions Judge, South Goa, Margao as full time Member Secretary of Goa State Legal Service Authority under Section 6(3) of the Goa Legal Service Authority, 1987 to exercise the power and perform the function conferred on or assigned by the Executive Chairman of the said Authority.

The expenditure on the salary and other allowances shall be debited on the Budget Head "2235—Social Security and Welfare; 60—Other Social Security and Welfare Programmes; 200—Other Programmes; 02—State Legal Service Authority (Non-Plan); 01—Salaries" under Demand No. 62.

By order and in the name of the Governor of Goa.

Sachin S. Desai, Under Secretary (Law-Estt.).

Porvorim, 20th February, 2019.

Notification

No. 12/29/2013/LD(Estt.)/365

The following Notification No. A.3902/G/2018/3156 dated 01-12-2018 which has been issued by the High Court of Judicature at Bombay, Appellate Side is hereby published for general information of the public.

Sachin S. Desai, Under Secretary (Establishment).

Porvorim, 20th February, 2019.

**Notification by the High Court of Judicature
Appellate Side, Bombay**

No. A.3902/G/2018/3156

Read: Order of Department of Law & Judiciary, Law (Establishment) Division, Secretariat, Porvorim-Goa bearing Nos. (1) 12-20-2017/LD/Estt./470 dated 15-03-2018 and (2) 13-5-2013-LD/Estt./PF/2025 dated 13-11-2018.

In exercise of the powers conferred by Section 11(3) of the Code of Criminal Procedure, 1973 (No. 2 of 1974), the Hon'ble High Court is pleased to confer the powers of Judicial Magistrate of the First Class on the following Civil Judges, Junior Division and post them on temporary basis at the places mentioned against their names with effect from the date they assume charge of the post:-

Sr. No.	Name of the newly appointed Civil Judges	Designation and place of posting
1	2	3
1.	Miss Teisy Mascarenhas	Civil Judge, Junior Division & Judicial Magistrate First Class, Mapusa, District Panaji.
2.	Miss Akshata Anand Kale	Civil Judge, Junior Division & Judicial Magistrate First Class, Margao, District Margao.
3.	Miss Purva Vishnudas Naik	Civil Judge, Junior Division & Judicial Magistrate First Class, Vasco-da-Gama, District Margao.
4.	Miss Anusha Digamber Kaisukar	Civil Judge, Junior Division & Judicial Magistrate First Class, Mapusa, District Panaji.
5.	Shri Sabino Adrian Braganza	Civil Judge, Junior Division & Judicial Magistrate First Class, Margao, District Margao.
6.	Miss Pooja Shirish Dessai	Civil Judge, Junior Division & Judicial Magistrate First Class, Panaji, District Panaji.

High Court, Bombay.
Dated: 1st December, 2018.

S. P. Tavade,
Registrar.

Notification

No. 12/29/2013/LD(Estt.)/366

The following Order No. HCB/GOA/PF/PMS/2018 dated 30-11-2018 which has been issued by the Registrar (Administration), High Court of Bombay at Goa, Panaji, is hereby published for general information of the public.

Sachin S. Desai, Under Secretary (Establishment).
Porvorim, 20th February, 2019.

High Court of Bombay at Goa, Panaji

Order

No. HCB/GOA/PF/PMS/2018

Read: Order dated 29-10-2018.

Application dated 12-11-2018 for withdrawal of EL.

Earned Leave for 05 days w.e.f. 12-11-2018 to 16-11-2018 granted to Shri P. M. Shinde, Dy. Registrar vide Order No. HCB/GOA/PF/PMS/2018 dated 29-10-2018 is hereby revoked in view of his application dated 12-11-2018 praying for cancellation of the same.

Sudhiir M. Deshpande, Registrar (Admin.)
Panaji, 30th November, 2018.

Department of Personnel

Order

No. 5/12/2017-PER/597

As approved by the Competent Authority, Shri Sanjit Rodrigues, on transfer as MD (GTDC) is transferred and posted as Project Director, DRDA (North), in public interest, with immediate effect. He shall be governed by standard terms of deputation as amended from time to time.

Consequently, Shri Brijesh Manerkar is posted as Nodal Officer (Elections) in the office of Chief Electoral Officer, Goa. He shall draw his salary against the post of Leave and Training Reserve from the date of his joining.

Shri Nikhil Desai, Director of Transport shall continue to hold the charge of MD (GTDC) in addition to his own duties.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).
Porvorim, 19th February, 2019.

Order

No. 15/1/99-PER(Part)/603

With the approval of the Competent Authority, the following Officers in the cadre of Mamlatdar/Jt. Mamlatdar/Assistant Director of Civil Supplies are posted with immediate effect, as under:-

Sr. No.	Name of the Officer	Present post	Posting during the Elections to Lok Sabha
1	2	3	4
1.	Shri Dattaraj Krishna Gauns Dessai	Mamlatdar, Quepem	Jt. Mamlatdar-IV, Tiswadi.
2.	Shri Bhiku Gawas	Jt. Mamlatdar-IV, Tiswadi	Jt. Mamlatdar-II, Salcete.
3.	Shri Rahul Chandrakant Desai	Jt. Mamlatdar-V, Tiswadi	Jt. Mamlatdar-VI, Bardez.
4.	Shri Rosario Carvalho	Jt. Mamlatdar-II, Salcete	Jt. Mamlatdar-I, Quepem.
5.	Kum. Shama Narvekar alias Smt. Shama J. Arondekar	Jt. Mamlatdar-VII, Salcete	Jt. Mamlatdar-V, Tiswadi.
6.	Shri Ramesh Narayan Gaonkar	Jt. Mamlatdar-I, Quepem	Mamlatdar, Quepem.
7.	Ms. Archana M. Faterpekar @ Smt. Archana S. Chodankar	Jt. Mamlatdar-I, Tiswadi	Mamlatdar in Collectorate, North.
8.	Smt. Sapna Shrikant Naik Bhandodkar	Mamlatdar in Collectorate, North	Jt. Mamlatdar-I, Tiswadi.
9.	Kum. Amalia Olivia Fatima Pinto	Jt. Mamlatdar-III, Bardez	Jt. Mamlatdar-II, Tiswadi.
10.	Shri Anant Rajaram Malik	Jt. Mamlatdar-II, Tiswadi	Jt. Mamlatdar-III, Pernem.
11.	Shri Rajaram Yeshwant Parab	Jt. Mamlatdar-III, Pernem	Jt. Mamlatdar-III, Bardez.
12.	Smt. Gautami Sachin Parmekar	Jt. Mamlatdar-V, Bardez	Jt. Mamlatdar-II, Pernem.
13.	Smt. Akshaya Anish Amonkar	Jt. Mamlatdar-VI, Bardez	Jt. Mamlatdar-I, Bicholim.
14.	Shri Dhiren D. Banavaliker	Jt. Mamlatdar-II, Pernem	Jt. Mamlatdar-III, Mormugao.
15.	Shri Anil V. Rane Sardessai	Jt. Mamlatdar-I, Bicholim	Mamlatdar, Satari with additional charge of Chief Officer, Valpoi Municipal Council.
16.	Shri Dasharath Gawas	Mamlatdar, Satari holding additional charge of Chief Officer, Valpoi Municipal Council	Jt. Mamlatdar-V, Bardez.
17.	Shri Joao B. Fernandes	Mamlatdar, Salcete	Jt. Mamlatdar-I, Canacona.
18.	Shri Manoj Korgaonkar	Jt. Mamlatdar-I, Salcete	Jt. Mamlatdar-II, Quepem.
19.	Kum. Ana Rita Maria Paes	Jt. Mamlatdar-IV, Salcete	Jt. Mamlatdar-I, Sanguem with additional charge of Jt. Mamlatdar-II, Sanguem.
20.	Smt. Deona Elsa Perreira	Jt. Mamlatdar-II, Quepem	Jt. Mamlatdar-I, Salcete.
21.	Shri Prataprao Gaunkar	Jt. Mamlatdar-I, Canacona	Mamlatdar, Salcete.
22.	Shri Madhu Narvekar	Jt. Mamlatdar-II, Sanguem	Jt. Mamlatdar-IV, Salcete.
23.	Smt. Avelina Dsa E Pereira	Jt. Mamlatdar-I, Sanguem	Jt. Mamlatdar-VII, Salcete.

All the above officers shall continue to draw their salary against the posts presently held by them, as mentioned in column (3) of the order.

The officers shall report back to the post as indicated in column (3) after the General Election to House of the People (Lok Sabha), 2019 process is complete.

The officers shall join their above posting immediately without availing joining time.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).

Porvorim, 19th February, 2019.

Department of Public Health

Order

No. 21/25/97-I/PHD/534

Government is pleased to accept the notice of voluntary retirement dated 01-11-2018 tendered by Dr. Bandana Pandey, Senior Pathologist under Directorate of Health Services under Rule 48-A (1) of CCS (Pension) Rules, 1972 and to relieve her from the post of Senior Pathologist under Directorate of Health Services with effect from 01-03-2019 (f.n.).

By order and in the name of the Governor of Goa.

Maria Seomara De Souza, Under Secretary (Health-II).

Porvorim, 20th February, 2019.

Order

No. 44/25/2017-I/PHD/560

Read: Memorandum No. 44/25/2017-I/PHD dated 20-12-2018.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(1)/2018/285 dated 05-12-2018, Government is pleased to appoint the following candidates to the post of Medical Officer (Group "A" Gazetted) in Level 10 of the Pay Matrix of 7th Pay Commission (PB-3 of Rs. 15,600-39,100+ GP: Rs. 5,400) under the Directorate of Health Services with immediate effect as per the terms and conditions contained in the Memorandum cited above:-

1. Dr. Sapna Shekhar Bute.
2. Dr. Sidhant Shripad Shet.

The above doctors shall be on probation for a period of two years.

The above doctors have been declared medically fit by the Medical Board. The character and antecedents in respect of Dr. Sapna Shekhar Bute has been verified by the Additional District Magistrate, North Goa, Panaji.

The appointment of Dr. Sidhant Shripad Shet is subject to the verification of his character and antecedents. In the event of any adverse matter noticed by the Government on verification of character and antecedents, his services shall be terminated.

Consequent upon the appointment of the above doctors, they are posted at the places indicated against their names:-

Sr. No.	Name of the doctor	Place of posting
1.	Dr. Sapna Shekhar Bute	North Goa District Hospital, Mapusa.
2.	Dr. Sidhant Shripad Shet	Sub-District Hospital, Ponda.

By order and in the name of the Governor of Goa.

Maria Seomara De Souza, Under Secretary (Health).

Porvorim, 21st February, 2019.

Department of Revenue

Order

No. 35/2/2013-RD/477

In exercise of the powers conferred by Section 9A of the Indian Stamp Act, 1899 (Act No. 2 of 1899), as in force in the State of Goa, the Government of Goa, hereby permits the Life Insurance Corporation of India, Goa Divisional Office, Panaji (hereinafter referred to as the "LIC Goa"), to pay a consolidated stamp duty of Rs. 2.30 Lakhs (Rupees two lakhs thirty thousand only) in lieu of payment of duty by affixing revenue stamp on the receipts issued by its offices in the State of Goa, towards payment of premium on Life Insurance Policy and various other payments made to external and internal customers viz. staff, agents and contractors etc. (hereinafter referred to as the "said receipts"), with effect from 1st January, 2019 to 31st December, 2019 subject to the following conditions, namely:-

- (a) In case the stamp duty chargeable on the said receipts issued during the above period falls short of the stamp duty consolidated herein and paid to the Government, the excess consolidated stamp duty shall not be refunded.
- (b) In case the stamp duty chargeable on the said receipts issued during the above period exceeds the stamp duty consolidated herein and paid to the Government, the balance amount due towards the stamp duty shall

be paid to the Government Treasury by the LIC Goa latest by the first week of January, 2019.

- (c) A detailed report of the total stamp duty payable on the said receipts issued by the offices of the LIC Goa, in the State of Goa, shall be submitted to the Secretary (Revenue), Revenue Department, Government of Goa, on or before the 30-09-2018.

This issues with the concurrence of the Finance (Revenue & Control) Department vide their U.O. No. 546 dated 07-02-2019.

By order and in the name of the Governor of Goa.

Sudin A. Natu, Under Secretary (Revenue-I).
Porvorim, 18th February, 2019.

Order

No. 21/2/Misc/II/2018-RD/478

Sub.- Transaction of Land Sale/Gift, Mutation, Power of Attorney etc. by widows to be endorsed by the Deputy Collector SDO's.

- Read: 1. Order No. 21/2/Misc./II/2018-RD/963 dated 22-05-2018.
2. Circular No. 21/2/Misc/II/2018-RD dated 04-10-2018.

Government is pleased to appoint Dy. Resident Commissioner, Goa Sadan, Government of Goa, New Delhi to issue Certificate as mentioned in the

above read Order and Circular, issued by this Department, if the residence of the widow is from Delhi.

By order and in the name of the Governor of Goa.

Sudin A. Natu, Under Secretary (Revenue-I).
Porvorim, 20th February, 2019.



Department of Social Welfare Directorate of Social Welfare

Order

No. 58-9-97-BC-Vol.IV/5/5929

Read: Order No. 58-9-97-BC-Vol. IV/5/1212 dated 15-05-2015.

In observance of the Rule-9 of the SC/ST (POA) Rules, 1995, the Government of Goa hereby nominates Shri Sanjiv Gadkar, Additional Secretary to Government of Goa as Nodal Officer for co-ordinating the function of District Magistrate, Superintendent of Police & authorized Officers responsible for implementation of the provision of the Act.

This supersedes the earlier Order issued in this matter with approval of the Government 595/F dated 25-01-2019.

Venancio Furtado, Director & ex officio Joint Secretary (Social Welfare).

Panaji, 21st February, 2019.

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